

AGREEMENT

AVON BOARD OF EDUCATION

and

AVON EDUCATION ASSOCIATION

PREAMBLE

This agreement is entered into by and between the Board of Education of the Borough of Avon-by-the-Sea, hereinafter referred to as the "board", and the Avon Education Association, hereinafter referred to as the "association".

WHEREAS, the board has an obligation pursuant to Chapter 123, Public Laws 1974, to negotiate with the association as the representative of employees hereinafter designated, with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. The board hereby recognizes the association as the exclusive and sole representative for collective bargaining for terms and conditions of employment for all certificated personnel whether under contract, or on leave, employed by the board. This includes full and part time teachers, but excluding personnel on a per diem basis and others excluded by the law.

B. Unless otherwise indicated, the term "teacher", when used hereinafter, shall refer to all professional employees represented by the association in the negotiations unit defined above.

ARTICLE 2 - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, and shall meet at reasonable times and negotiate in good faith with respect to grievances and terms and conditions of employment. Such negotiations shall begin not later than October 1, (unless extended by mutual consent) of the calendar year preceding the calendar year in which this agreement expires. Any agreement negotiated shall be reduced to writing, signed by the board and the association, and be ratified by the board and association.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Neither party, in any negotiations, shall have control over the selection of the negotiating representatives of the other party.

ARTICLE 3 - GRIEVANCE PROCEDURE

A. A grievance shall mean a complaint by an employee or representatives of employees concerning the Interpretation, application, or violation of this contract.

B. With respect to the grievance, the employee shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting the appeal. The employee shall have the right to present their own appeal or to designate the representatives of the Association, or any other representative of their own choosing, to appear with them or for them at any step in the appeal after the informal meeting with the superintendent, up to and including Step 4.

C. **PROCEDURE:**

Step 1. Any employee who has a grievance shall discuss it first with the superintendent (within (5) days of the occurrence of the incident) in an attempt to resolve the matter informally at that level.

Step 2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within ten (10) or less school days, the employee may set forth the complaint in writing to the superintendent. This letter shall contain a request for a meeting with the superintendent within ten (10) school days after the receipt of this complaint. The employee may request representation at this meeting by any member of the association. Following this meeting, the superintendent shall communicate the decision to the employee in writing within five (5) school days.

Step 3. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board. The request for review shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the board. The

board shall, before the next regular board meetings, or within fifteen (15) days of the receipt of the request, review the grievance, hold a hearing with the employee(s) if requested, and render a decision as quickly as possible, but within a period not to exceed thirty (30) calendar days. Step 4. If the grievance involves the interpretation of the language of this contract, the grievant may submit said grievance to binding arbitration within fifteen (15) school days after receipt of the decision of the board. Within ten (10) school days, after such written notice of submission to binding arbitration, the board and the grievant and/or representative, shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within a specified period, a request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties then shall be bound by the rules of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the board and the grievant and shall hold hearings promptly. The arbitrator shall be requested to issue the decision not later than 30 days from the date of the close of hearings, or if the oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth the findings, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The decision of the arbitrator shall be final and binding upon the parties. The cost for services of the arbitrator shall be shared equally by the Board and the grievant and any other expenses incurred shall be paid by the party incurring same.

D. All employees shall continue to be subject to the direction of the superintendent until a decision is reached on the grievance. If the grievance is decided in favor of the employee, the board shall reinstate any withheld back pay due to suspension.

ARTICLE 4 - TEACHING HOURS AND LOAD

A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the pupil's school day, with the exception of days on which the normal schedule has been altered to accommodate testing, workshops, parent-teacher conferences, curriculum, or similar days.

B. The teacher/student instructional day shall be increased by ten (10) minutes per day. There will be no change in arrival or dismissal time for either students or teachers. Non-instructional time shall remain fifteen (15) minutes before school and thirty (30) minutes after school for teachers. Article 4B will be changed to provide 5 hours and 35 minutes of pupil contract time.

C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.

D. Classroom teachers shall, if possible, in the judgment of the superintendent, have one (1) daily preparation time in addition to their lunch period in which they shall not be assigned to any other duties.

E. Substitute teachers shall be provided for all subject area teachers when they are absent. In the event that a substitute is not obtained, and a teacher is required to cover a class, such teacher shall be reimbursed at the rate of \$10.00 per hour for loss of preparation time.

F. Any teaching staff member who shall be assigned lunch-room duty shall be compensated at the rate of \$8.00 - 1989-90 and \$9.00 - 1990-91 for each lunch period.

G. Unit members shall not be required to drive students to activities which take place away from the school building.

H. Unit members who provide bed-side instruction shall be paid at the full rate of reimbursement by the state (approximately \$16.00 per hour at the signing of this agreement).

I. Teachers requested, by the superintendent, to attend professional workshops, which are outside of the contractual work day, shall be reimbursed at the rate of \$50.00 for a full day's attendance.

J. All teachers must attend Back-to-School Night and evening Parent-Teacher Conferences, as has been past practice. Supervising teacher(s) shall be required as has been past practice to attend the below listed activities after school and/or evenings: Gym Show, Holiday Program, Science Fair, Art Show, Spring Musicales, Graduation.

ARTICLE 5 - TEACHER EMPLOYMENT

- A. The board agrees when possible, to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. The board may grant teachers with previous teaching experience in this district, upon returning to the system, credit on the salary guide for board approved teaching experience, Peace Corps, VISTA, or National Teacher Training Corps, work and time spent on a Fulbright Scholarship up to a maximum set forth in the salary guide.
- C. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE 6 - SICK LEAVE

- A. All teachers shall be entitled to ten (10) sick leave days per school year which shall accumulate. These shall be in accordance with NJSA 18A. In addition, all teachers shall be granted two (2) additional non-accumulative sick leave days during the contract year, but only after ten (10) sick leave days have been used.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.
- C. Commencing with the 1982-83 contract year, all unused personal leave days shall accumulate as sick days at the end of each school year.

ARTICLE 7 - TEMPORARY LEAVES OF ABSENCE

- A. Teachers shall be entitled to the following temporary, non-accumulative leaves of absence with full pay:
 - 1. Up to five (5) days bereavement leave shall be granted for members of the immediate family and three (3) days for in-laws.
 - 2. Two (2) days leave for personal, legal business, household or family matters which require absence during school hours. Application to the superintendent for personal leave shall be made at least three (3) days before taking such leave except in emergency. The superintendent may require a change of date if granting such leave would result in more than two classroom teachers being absent on the requested date.
 - 3. Teachers shall be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties.
- B. The following and other temporary, non-accumulative leaves with full pay may be granted by the board for good reason:
 - 1. Up to six (6) consecutive calendar days at any one time in the event of serious illness of a teacher's spouse, child, parent, brother, sister, or any other member of the family unit living in the same household.
 - 2. One (1) day in the event of the death of a teacher's friend or relative outside the teacher's immediate family.
 - 3. In the event of the death of a teacher, staff member, or a student of this system, the superintendent may grant to an appropriate number of teachers sufficient time off to attend the funeral.
- C. Leaves taken pursuant to Sections A & B above shall not be considered as sick leave and the time shall not be deducted from the teacher's accrued sick leave.

ARTICLE 8 - EXTENDED LEAVES OF ABSENCE

- A. The following and other leaves of absence without pay may be granted by the board for good reason:
 - 1. A leave of absence without pay of up to two (2) years may be granted to any tenured teacher who joins the Peace Corps, VISTA, National Teacher Corps, Project Hope or serves as an exchange teacher to overseas teacher, and is a full time participant in either.
 - 2. A leave of absence without pay of up to two (2) years may be granted to a teacher who is adopting an infant child. Such leave shall commence upon the receipt of de facto custody of said infant, or earlier, if necessary to comply with State and Federal regulations and laws.

3. A leave of absence without pay of up to two (2) years may be granted to a teacher who is pregnant for the purpose of child birth and child care, subject to the following provisions:

A. A teacher who becomes pregnant shall notify the superintendent of the pregnancy at least three (3) months prior to the expectant date.

B. The board has the right to require a medical certificate of a pregnant teacher's fitness to continue working or to return to work after pregnancy.

C. The leave shall start at the teacher's option, but must commence when the teacher can no longer work and extends for the remainder of the current school year. In the case of a tenured teacher, if it is requested, said leave shall include the following school year if the request for extension is made by March 15th of the current year. In any case, the teacher's return must coincide with the beginning of the school year. The teacher must notify the superintendent of the desire to return by March 15th of the year prior to the return.

D. There is no compensation for maternity leave.

E. No experience credit on the salary guide is granted for the period of maternity leave, nor shall credit toward accrual of longevity be granted for maternity leave.

4. A leave of absence without pay of up to one (1) year may be granted to tenured teachers for reasons of personal or family health. Additional leave may be granted at the discretion of the board.

B. In computing service to determine the employee's position on the salary guide at expiration of leave, time spent on leave shall not be counted as active service in this school district.

C. An employee on leave of absence may return upon expiration of the leave when there is a position available for which the employee is qualified. Application to return from a leave of absence should be filed with the superintendent not later than March 15 preceding the September of the year of return.

D. All extension or renewals of leaves shall be applied for and granted in writing.

ARTICLE 9 - PROFESSIONAL DEVELOPMENT and EDUCATIONAL IMPROVEMENT

The board agrees:

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions which a teacher is required and/or requested by the administration to take. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend such sessions.

2. To reimburse the partial cost of tuition for courses taken by any teacher for credit in an approved college course, at the rate of \$500 per year, providing that:

A. Prior approval for each course has been given by the superintendent.

B. A minimum of two credits is taken within the school year.

C. Reimbursement shall be given after receipt of official notification of successful completion of the course(s).

3. To cooperate with the association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction.

4. That teachers who have earned any Masters Degree shall be compensated at the rate of \$1500 above the Bachelor Level on the Salary Guide (see attached guide). Master's Degree + 30 added at \$1,000. Bachelor's + 15 at \$500.

ARTICLE 10 - INSURANCE PROTECTION

A. The board shall pay the family contract cost for the State of New Jersey Health Benefits Plan for all qualified unit members. The board secretary shall administer the plan.

B. For the 1987-88 school year, the board shall assume the full cost of the full family \$1.00 co-payment prescription plan from the Grinspec Agency and the board secretary shall administer the plan.

C. For the 1987-88 school year, the board shall assume the full cost for full family dental insurance as written by the Grinspec Agency, and the board secretary shall administer the plan.

ARTICLE 11 - DEDUCTION FROM SALARY

- A. All deductions from salary shall be in accordance with and subject to State law.
- B. The Mon-Oc Credit Union deduction plan:
 - 1. Shall be administered by Mon-Oc Public Employees Federal Credit Union.
 - 2. Shall be voluntarily authorized in writing by the employees.
- C. Staff pay with all deductions shall be figured for the entire school year. This shall then be divided into 20 equal installments to be paid semi-monthly during the school year.

ARTICLE 12 - RETIREMENT

- A. Commencing with the 1984-85 school year, employees with 12 or more continuous years of service in the Avon School District shall be compensated fifteen dollars (\$15.00) times the accumulated sick leave standing to the credit of the employee upon voluntary retirement. Written notice of retirement must be provided the board at least 60 days prior to termination of employment. The amount accruing and payable under the provision shall be reduced by any deduction required by law.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

- A. If any provisions of the agreement or any applications of this agreement are held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the board and an individual unit member, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with this agreement, this agreement, during its durations, shall control.
- C. Copies of this agreement shall be printed and expenses shared by the association and the board, after agreement with the association on format, within thirty (30) days after the agreement is signed. Copies shall be presented to all unit members now employed or hereafter employed.
- D. Evening conferences shall be set aside for the convenience of parents who are unable to attend the day sessions. These terms must be mutually agreeable to parents, teachers and superintendent.

ARTICLE 14 - SALARY GUIDES

- A. Salary guides for the 1988-89, 1989-90 and 1990-91 are attached.
- B. Supplemental Position Schedules for the 1988-89, 1989-90 and 1990-91 are attached.

ARTICLE 15 - DURATION OF AGREEMENT

This agreement is effective from July 1, 1988 to June 30, 1991. It shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing by both parties.

In witness thereof, the parties hereto have caused this agreement to be signed by their respective representatives on this _____ day of _____, 1989.

Avon Board of Education

Avon Education Association

BY: _____

BY: _____

BY: _____

BY: _____

AVON SCHOOL DISTRICT**SALARY GUIDE****B.S. DEGREE**

	1988-89	1989-90	1990-91
STEP 1	23,394	23,394	23,394
2	23,869	23,869	23,869
3	24,369	24,369	24,369
4	24,944	26,798	29,293
5	25,419	27,273	29,768
6	25,869	27,723	30,218
7	26,344	28,200	30,695
8	26,869	28,723	31,218
9	27,344	29,198	31,693
10	27,869	29,723	32,218
11	28,344	30,198	32,693
12	28,844	30,698	33,193
13	29,369	31,223	33,718
14	29,894	31,748	34,243
15	34,329	37,529	40,829

B.S. + 15, above guide plus. \$500.

Masters, above guide plus \$1,500.

Masters + 30 credits plus \$1,000.

Longevity (upon completion of 10 years in District), above guide plus \$375.

Longevity (upon completion of 15 years in District), above guide plus \$375.

Longevity (upon completion of 20 years in District), above guide plus \$375.

Total (maximum) longevity = \$1,125. (Upon completion of 20 years in District).

AVON SCHOOL DISTRICT
SUPPLEMENTAL POSITION SCHEDULE

	1988-89	1989-90	1990-91
LUNCH ROOM SUPERVISOR	\$ 7.00	\$ 8.00	\$ 9.00
CROSS COUNTRY COASH	800.00	850.00	900.00
BOYS BASKETBALL	1200.00	1250.00	1300.00
GIRLS BASKETBALL	1200.00	1250.00	1300.00
CHEERLEADING ADVISOR	1000.00	1050.00	1100.00
GIRLS SOFTBALL COACH	800.00	850.00	900.00
BOYS BASEBALL COACH	800.00	850.00	900.00
SAFETY PATROL ADVISOR	450.00	475.00	500.00
EIGHTH GRADE ADVISOR	450.00	475.00	500.00
HEAD TEACHER	550.00	600.00	650.00
STIPEND O/N FIELD TRIPS	200.00	225.00	250.00